

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name : CHSP Pearsall IRTC National Forest : Allegheny Bidding Method : Sealed Bid Location to Receive Offers : Allegheny National Forest Supervisor's Office, 4 Farm Colony Drive, Warren, PA, 16365 Date : 09/16/2015 Time : 02:00 PM	Type of Contract : Premeasured Ranger District : Marienville
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1. INTRODUCTION. This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13T will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the contract and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by 16 U.S.C. 2104 Note.

2. OFFERING. This is a Sealed Bid Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 21, General for instructions for preparation of technical proposals and evaluation factors for award.

3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER. Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units, location of cutting units, the acreage of contract area, the cutting unit acreage and location of stewardship work activities.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

Payment Units 01 through 06 of the CHSP Pearsall IRTC stewardship contract are located approximately five miles Southeast of Marienville, PA along FR 228, 228A, 228D, and 779. Payment Units 07 and 08 are located approximately eight miles East of Marienville, PA along FR 338 and Courdoroy Road. Payment Units 09 through 11 are located approximately five miles North of Marienville, PA along FR 222. Service work items are located in multiple locations across the Marienville Ranger District. Refer to the Contract Area Map and the Contract Vicinity Map for detailed locations.

Individual Tree, Cut Tree Marking, CT.3.5 (Payment Units 01, 02, 03, 04, 05 and 06) - All trees designated as Cut Tree Mark (CTM), as shown on the Contract Area Map, are designated with paint at DBH and the stump. Color designations are shown in the Sample Contract, special provision KT-CT.3.5.5#.

Individual Tree, Leave Tree Marking, CT.3.5 (Payment Units 07, 08, 09, 10 and 11) - All trees designated as Leave Tree Mark (LTM), as shown on the Contract Area Map, are not to be cut when marked with indicated paint color at DBH and the stump. Color designations are shown in the Sample Contract, special provision KT-CT.3.5.6#. All trees meeting Utilization Standards specified in AT.2, which are not marked as Leave Tree or protected by KT-CT.3.0.1# (Protected Areas), are designated for cutting.

4. QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. **VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE**

FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, offerors are urged to examine the contract area and make their own estimates.

Road Construction Costs. The estimated road construction cost has been included in the appraisal as a cost that the Contractor will incur. The Contractor will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS CONTRACT DOES NOT INCLUDE STEWARDSHIP CREDIT for the construction of specified roads and Contractors should consider the cost of specified road construction when developing their offers.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Ash	Sawtimber	CCF	17.00	\$29.84	\$108.56	\$0.00	\$5.39
Black Cherry	Sawtimber	CCF	732.00	\$95.64	\$354.05	\$0.00	\$5.39
Eastern Hemlock	Sawtimber	CCF	2.00	\$1.00	\$1.00	\$0.00	\$5.39
Hardwood - Other	Sawtimber	CCF	74.00	\$7.22	\$24.17	\$0.00	\$5.39
Red Maple	Sawtimber	CCF	367.00	\$26.17	\$94.88	\$0.00	\$5.39
Sugar Maple	Sawtimber	CCF	60.00	\$41.00	\$150.21	\$0.00	\$5.39
Softwood - Other	Pulpwood	CCF	19.00	\$1.00	\$1.00	\$0.00	\$5.39
Hardwood - Other	Pulpwood	CCF	2,333.00	\$1.00	\$1.00	\$0.00	\$5.39
		TOTAL	CCF	3,604.00		\$0.00	\$19,425.56

Optional Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$85,460.00 is included in total value.

All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
001	Site Preparation	Acres	128.00
002	Area Wide Tree Release	Acres	42.00
003	Apple Tree Maintenance	Each	137.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/15 and 09/30 and between 12/15 and 03/01.

Contract termination date is 06/30/2019. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

If an offeror elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required deposits. Contract Form FS-2400-13T provides for collecting the estimated public works road construction cost as each payment unit is released for cutting, at a rate accelerated on 80 percent of the estimated volume.

If offeror elects the road option, payment for right-of-way timber will be made in advance of cutting. The timber will be decked by the road contractor and will be made available to the Contractor when notified by Forest Service of location and availability. If Contractor and road contractor agree, Contractor may cut and remove right-of-way timber as part of the specified road construction.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is \$10,000 or less; and rounded up to the nearest \$1000 when the total offer value exceeds \$10,000; or \$30900, whichever is greater.

8. SPECIFIED ROADS. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this contract.

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
779	STECK RUN	D	0.9 / 1.45	\$50,275.50	R
228A	ZIMMERMAN TOWER - A	D	0.9 / 1.45	\$57,164.00	R
228D	ZIMMERMAN TOWER - D	D	0.5 / 0.8	\$18,079.30	R

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 09/30/2016. If provision K(T)-F(T).1.3# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is \$128,918.80

An offeror qualifying as a small business concern may elect to have the Forest Service construct the specified roads listed above. Completion dates for construction apply whether construction is performed by the Contractor or by the Forest Service. If the offeror elects Forest Service construction, it is the Forest Service's intent to perform construction through CONTRACT. The Forest Service shall not award the contract unless either it receives a satisfactory road construction bid or, if it fails to receive such a bid within 120 days of tentative award, the offeror agrees to perform road construction.

If Contractor elects Forest Service construction, the total estimated public works construction cost that would be paid in addition to current contract rates is \$138,873.80. See provision K(T)-E(T).1.2# - Amount Payable for Timber in the sample contract for additional information.

The following changes will be made to the sample contract when the Forest Service constructs specified roads:

A(T)3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" KT-CT.3.2.3

A(T)7 - Change the title to "Permanent Roads To Be Constructed by Forest Service."

A22 or AT19 - Make the following changes in A22 or AT19:

Add KT-CT.3.2.3 - Construction Clearing.
Add KT-ET.1.2# - Amount Payable for Timber.
Add KT-IT.4.1 - Limitation of Performance by Other Than Contractor.

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision K(T)-F(T).2.1.3# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Contractor shall make a cash deposit in the amount \$3,400.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

Road or Facility Number	Termini From -To(MP or Sta.)	Engineering Services Completion Date
228A	0 — .9	08/07/2015
228D	0 — .5	08/07/2015
779	0 — .9	08/07/2015

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based

on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations. To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

16. FALSE STATEMENTS ACT. Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 1128 State ST, STE 200 Erie, PA 16501, (814) 461-1492.

20. GENERAL. Corporations submitting an offer under this solicitation must include form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:

<http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

U. S. Department of Agriculture Quarantines - Quarantines of forest products against the spread of emerald ash borer (EAB) (entire states of Pennsylvania, Ohio, Michigan, and West Virginia, and southern New York, pine shoot beetle (entire state) and gypsy moth (entire state) are now in effect. Timber from this sale comes from within the quarantined area for emerald ash borer, gypsy moth and pine shoot beetle. The buyer is responsible for understanding and complying with all applicable quarantines, including those in effect in other states. Please contact the regional office of U.S. Department of Agriculture, P.O. Box 1554, Williamsport, PA 17701, telephone 570-322-5784 or see their website: http://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_b/downloads/multistateeab.pdf for further information on regulations, inspections, and certification to move regulated articles out of quarantined areas.

Equipment Cleaning - This sale contains standard provision GT.3.5 - Equipment Cleaning. Off road equipment used on this sale (such as skidders, forwarders, and construction equipment) shall be free of noxious weeds of concern, and free of soil, seeds, vegetative matter, or other debris that could contain or hold such seeds, prior to moving onto the Sale Area, and for subsequent moves to other payment units on sale. An appraisal adjustment has been made for the cleaning of such equipment. The Sale Area Map depicts units infested with specific noxious weed species of concern. Maps of known locations are available for inspection at the Forest Supervisor's office in Warren, PA. A list of noxious weeds of concern to the Forest Service is available for inspection at the same location.

Road Bonding - State and Township roads are subject to weight limit restrictions and may require bonding. Bonding of Township or State roads is the responsibility of Purchaser.

Protect Improvement (GT.2.2) - All Forest System roads, gates and trails.

Protect Improvement Not Owned by Forest Service (GT.2.2.1) - All oil and gas wells, pipelines, facilities, utilities and private roads throughout the Contract Area.

Showing - No formal showing is planned for this sale. If prospective Contractors have any questions regarding the sale they should contact the Marienville Ranger District at 814-927-5700. Office hours are 8:00 am - 4:30 pm, Monday - Friday, except holidays.

Temporary Developments - It is estimated that the Contractor will have to construct 1 landing on FR 228 for Payment Unit 03, construct 1 landing on FR 228D for Payment Units 05 and 06, install and maintain up to 4 logging and traffic control signs at one time, and plow snow on Forest Roads. All temporary development costs have been considered in the advertised minimum rates.

Stewardship Projects (KT-GT.9#) - All of the service work included in the CHSP Pearsall IRTC is mandatory. Performance of stewardship projects shall be in accordance with the following specifications, unless changed in writing by agreement. All service work is located within the CHSP Pearsall IRTC Contract Area, as shown on the Contract Area Maps.

Project 001 (Site Preparation) - The CHSP Pearsall IRTC contains 128 acres of mandatory service work to be completed in CHSP Pearsall IRTC Payment Units 01, 02, 03, 04 and 05, located on the Marienville Ranger District. Project 001 service work includes manual site preparation (felling work) and any resulting required slash disposal work. Manual site preparation work is prohibited from April 1 to June 30. Site preparation shall be completed as timber is being removed or up to 6 months prior to timber harvest. See the Contract Area Map (Sheet 1) for locations and Attachment #3 for specifications.

Project 002 (Area Wide Tree Release) - The CHSP Pearsall IRTC contains 42 acres of mandatory service work to be completed in CHSP Pearsall IRTC Payment Units 07 and 08, located on the Marienville Ranger District. Project 002 includes manual weed and release (felling work) and any resulting required slash disposal work. Weed and release work is prohibited from April 1 to June 30. Weed and release work shall be completed as timber is being removed or up to 6 months prior to timber harvest. See the Contract Area map (Sheet 2) for locations and Attachment #4 for specifications.

Project 003 (Apple Tree Maintenance) - The CHSP Pearsall IRTC contains mandatory service work to be completed on various sites located on the Marienville Ranger District. Project 003 service work includes fruit tree pruning and release. Fruit trees to be pruned vary in size from saplings to mature fruit trees. The estimated number of trees to be pruned is 137. Fruit tree pruning work shall only occur between December 15, 2015 and April 1, 2016. Pruning is prohibited on days where the daytime temperature exceeds 50 degrees Fahrenheit. See the Contract Area Map for locations and Attachment #5 for specifications.

The Contracting Officer may waive the Performance Bond if the contractor has sufficiently proven prior experience and performance.

Erosion Prevention Vegetation (KT-GT.6#) - Seed, Lime, Fertilize, and Mulch Requirements: The estimated total area to be treated is approximately 3 acres, including landings and sloped skid trails.

Use of Roads (KT-FT.1.2#) - On FR 338, hauling is not permitted on weekends and legal holidays during the established Allegheny National Forest ATV season. All traffic will run with their headlights on during ATV activity season. Logging traffic signs will be posted on FR 338 to warn riders of harvest activities. (safety)

Use of Roads (KT-FT.1.2#) - On FR 228, hauling is Prohibited west of the FR 228A intersection. (road conditions)

Use of Roads (KT-FT.1.2#) - On FR 131, hauling is Prohibited. (road conditions)

Operating Restrictions (KT-GT.3.1.4#) - Within Payment Units 02, 03, 04, 05, 06, 07, 08, 09, 10 and 11, cutting and skidding is only permitted during dry or frozen conditions. (soils)

Operating Restrictions (KT-GT.3.1.4#) - Within Payment Unit 01, cutting and skidding is only permitted during frozen conditions. (soils, resource protection)

Operating Restrictions (KT-GT.3.1.4#) - Within Payment Units 07, 08, 09, 10 and 11, cutting and skidding is only permitted from October 1st through March 1st. (silviculture)

Skidding and Yarding Requirements (KT-GT.4.2#) - Within ALL Payment Units, skidding equipment must stay on approved trail locations. Trees shall be felled to the lead and products yarded to approved trails by cable. Existing skid trails must be utilized whenever possible. (silviculture, soils)

Cutting Schedule (KT-GT.3.1.3#) - Payment Unit 08 shall be cut by March 1, 2016. (silviculture)

Payment Unit 07 shall be cut by March 1, 2017. (silviculture)

The release of remaining Payment Units shall be determined upon approval of the contract Operating Schedule.

NOTICE - Prospective Contractors are not permitted to cut ANY timber within a payment unit or sale area of an advertised timber sale, whether designated or non-designated, standing, or downed. Felling or cutting of trees, other than included timber under contract, is a violation of Title 36 of the Code of Federal Regulations Sections 261.6(a) and 261.9(a) and punishable by fines of up to \$5,000.00 and/or six months imprisonment per offense charged.

NOTICE - In accordance with Pennsylvania State Law under Chapter 102 of the Clean Streams Act, all operators conducting timber harvest activities must complete and have available on-site a copy of the E&S Plan provided by the Pennsylvania DEP at: <http://www.elibrary.dep.state.pa.us/dsweb/View/Collection-8747>.

Information regarding this offering can be found on the Allegheny National Forest website at:

<http://www.fs.usda.gov/main/allegheeny/workingtogether/contracting>

Sale Value - Total sale value based on advertised rates is \$308,986.26

Due to recent changes in the Forest Service financial system, the successful offeror shall register at www.sam.gov. Please disregard the following statement, as it is no longer applicable.

The successful offeror shall register in the Central Contractor Registration (CCR) at www.ccr.gov.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

(2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: See the attached Technical Proposal Form for the Evaluation Factors and Subfactors.

EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All subfactors within a factor are equal in weight.

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	50%
B. Technical Approach	20%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	20%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	0%

Award Statement. One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are approximately equal to price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
 - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
 - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
 - (1) Trade secrets;
 - (2) Privileged or confidential manufacturing processes and techniques;
 - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
 - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.